

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION**

<b>In re:</b>  <b>Catherine Clark,</b>  <b>Debtor</b>  <b>NewRez LLC d/b/a Shellpoint Mortgage Servicing,</b>  <b>Movant</b>  <b>v.</b>  <b>Catherine Clark,</b>  <b>Debtor/Respondent</b>  <b>KENNETH E. WEST, Esquire</b>  <b>Trustee/Respondent</b>	<b>Bankruptcy No. 20-10330-amc</b>  <b>Chapter 13</b>  <b>Hearing Date: April 5, 2022</b> <b>Hearing Time: 11:00am</b> <b>Location: Robert N.C. Nix Sr. Federal</b> <b>Courthouse, 900 Market Street, Suite</b> <b>204, Philadelphia, PA 19107</b>
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**MOTION OF NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING FOR  
RELIEF FROM THE AUTOMATIC STAY TO PERMIT NEWREZ LLC D/B/A  
SHELLPOINT MORTGAGE SERVICING TO FORECLOSE ON 211 E. PHIL ELLENA  
STREET, PHILADELPHIA, PENNSYLVANIA 19119**

Secured Creditor, NewRez LLC d/b/a Shellpoint Mortgage Servicing, by and through the undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 362(d), for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. Debtor(s), Catherine Clark, filed a voluntary petition pursuant to Chapter 13 of the United States Bankruptcy Code on January 17, 2020.
2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.
3. On January 24, 2014, Catherine Clark executed and delivered a Promissory Note (“Note”)

and Mortgage (“Mortgage”) securing payment of the Note in the amount of \$73,514.00 to Real Estate Mortgage Network, Inc. A true and correct copy of the Note is attached hereto as Exhibit “A.”

4. The Mortgage was recorded on February 3, 2014 in Document Number 52745777 of the Public Records of Philadelphia County, Pennsylvania. A true and correct copy of the Mortgage is attached hereto as Exhibit “B.”
5. The Mortgage was secured as a lien against the Property located at 211 E. Phil Ellena Street, Philadelphia, Pennsylvania 19119, (“the Property”).
6. The loan was lastly assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing and same was recorded with the Philadelphia County Recorder of Deeds on December 30, 2020, as Instrument Number 53771492. A true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit “C.”
7. Based upon the Debtor(s)’ Amended Chapter 13 Plan (Docket No. 25), the Debtor intends to cure Secured Creditor's pre-petition arrearages and is responsible for maintaining post-petition payments directly to Secured Creditor. A true and correct copy of the Amended Chapter 13 Plan is attached hereto as Exhibit “D.”
8. Debtor has failed to make the monthly payments of principal, interest, and escrow in the amount of \$767.08 which came due on December 1, 2021 and January 1, 2022 and \$849.28 which came due on February 1, 2022 and March 1, 2022, respectively.
9. Thus, Debtor(s)’ post-petition arrearage totaled the sum of \$3,068.43 with the suspense balance of \$164.29, through March 1, 2022.
10. The current unpaid principal balance due under the loan documents is approximately

\$63,505.53. Movant's total claim amount, itemized below, is approximately \$65,272.80.

See Exhibit "F."

Principal Balance	\$63,505.53
Interest To 4/1/2022	\$1,317.59
Fees	\$282.81
Funds owed by borrower	\$735.25
Funds owed to borrower	(\$568.38)
Total Payoff	\$65,272.80

11. According to the Debtor(s)' schedules, the value of the property is \$114,750.00. A true and accurate copy of the Debtor(s)' Schedule A/B is attached hereto as Exhibit "G."
12. Under Section 362(d)(1) of the Code, the Court shall grant relief from the automatic stay for "cause" which includes a lack of adequate protection of an interest in property. Sufficient "cause" for relief from the stay under Section 362(d)(1) is established where a debtor has failed to make installment payments or payments due under a court-approved plan, on a secured debt, or where the Debtor(s) have no assets or equity in the Mortgaged Property.
13. As set forth herein, Debtor has defaulted on the secured obligation having failed to make all monthly post-petition installment payments due to Secured Creditor.
14. As a result, cause exists pursuant to 11 U.S.C. § 362(d) of the Code for this Honorable Court to grant relief from the automatic stay to allow Secured Creditor, its successor and/or assignees to pursue its state court remedies, including the filing of a foreclosure action.
15. Additionally, once the stay is terminated, the Debtor(s) will have minimal motivation to insure, preserve, or protect the collateral; therefore, Secured Creditor requests that the

Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).

**WHEREFORE**, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d) to permit NewRez LLC d/b/a Shellpoint Mortgage Servicing to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to seek recovery of its reasonable attorneys' fees and costs incurred in this proceeding, to waive the 14-day stay imposed by Fed.R.Bankr.P. 4001(a)(3), and for any such further relief as this Honorable Court deems just and appropriate.

Date: March 17, 2022

**Robertson, Anschutz, Schneid, Crane & Partners, PLLC**

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